

EXHIBIT A



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Transmittal Number: 30126516
Date Processed: 10/23/2024

Notice of Service of Process

Primary Contact: Alicia Zwink
Porsche Business Services, Inc.
One Porsche Drive
Atlanta, GA 30354-1654

Entity: Porsche Cars North America, Inc.
Entity ID Number 4584167

Entity Served: Porsche Cars North America, Inc.

Title of Action: Nicholas You vs. Porsche Cars North America, Inc.

Matter Name/ID: Nicholas You vs. Porsche Cars North America, Inc. (16417998)

Document(s) Type: Summons/Complaint

Nature of Action: Breach of Warranty

Court/Agency: Los Angeles County Superior Court, CA

Case/Reference No: 24NWCV03707

Jurisdiction Served: California

Date Served on CSC: 10/23/2024

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Quill & Arrow, LLP
310-933-4271

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUM-100

SUMMONS (CITACION JUDICIAL)

FOR OFFICE USE ONLY

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/17/2024 10:25 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By H. Chavez, Deputy Clerk

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

PORSCHE CARS NORTH AMERICA, INC., a Delaware Corporation, and
DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

NICHOLAS YOU, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: County of LOS ANGELES Superior Court
(El nombre y dirección de la corte es):

NORWALK COURTHOUSE, 12720 Norwalk Blvd., Norwalk, CA 90650

CASE NUMBER:
(Número del Caso):

24NWCV03707

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kevin Y. Jacobson, Esq. and Luis A. Serrano, Esq.; QUILL & ARROW, LLP; 10880 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024; Tel: (310) 933-4271

DATE: 10/17/2024
(Fecha)

Clerk, by _____
(Secretario) _____ , Deputy
(Adjunto) _____

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

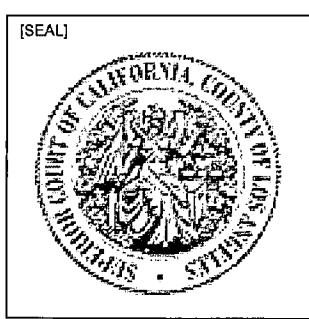
1. as an individual defendant.

2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify): PORSCHE CARS NORTH AMERICA, INC

- | | |
|---|---|
| under: <input checked="" type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): _____ | |

4. by personal delivery on (date):



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kevin Y. Jacobson, Esq. (SBN 320532) Luis A. Serrano, Esq. (SBN 349024) QUILL & ARROW, LLP 10880 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024 TELEPHONE NO.: (310) 933-4271 FAX NO.: (310) 889-0645 EMAIL ADDRESS: e-service@quillarrowlaw.com ATTORNEY FOR (Name): Plaintiff: NICHOLAS YOU		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 10/16/2024 4:12 PM David W. Slayton, Executive Officer/Clerk of Court, By T. Tang, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 12720 Norwalk Blvd. MAILING ADDRESS: 12720 Norwalk Blvd. CITY AND ZIP CODE: Norwalk, CA 90650 BRANCH NAME: NORWALK COURTHOUSE			
CASE NAME: YOU, NICHOLAS v. PORSCHE CARS NORTH AMERICA, INC.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$35,000) (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 24cvvcv03707 JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case: Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)			Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management
- Large number of separately represented parties
 - Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 - Substantial amount of documentary evidence
 - Large number of witnesses
 - Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 - Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 3
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 16, 2024

Kevin Y. Jacobson, Esq.

(TYPE OR PRINT NAME)

Kevin Y. Jacobson

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/ Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice– Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

CASE TYPES AND EXAMPLES**Contract**

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract (*not unlawful detainer or wrongful eviction*)
 - Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
 - Negligent Breach of Contract/ Warranty
 - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case–Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ–Administrative Mandamus
 - Writ–Mandamus on Limited Court Case Matter
 - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims

(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
- Abstract of Judgment (Out of County)
- Confession of Judgment (*non-domestic relations*)
- Sister State Judgment
- Administrative Agency Award (*not unpaid taxes*)
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

SHORT TITLE
YOU, NICHOLAS v. PORSCHE CARS NORTH AMERICA, INC.CASE NUMBER
24NWWCV03707

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE YOU, NICHOLAS v. PORSCHE CARS NORTH AMERICA, INC.	CASE NUMBER 24NWWCV03707
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A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Other Personal Injury/ Property Damage/ Wrongful Death	<input type="checkbox"/> 2307 Construction Accidents	1, 4
	<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
	<input checked="" type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, (3)5
	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
	<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
Non-Personal Injury/Property Damage/Wrongful Death Tort	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
	<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
	<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Employment	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
	<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
	<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
	<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
	<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
	<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
	<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
	<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE YOU, NICHOLAS v. PORSCHE CARS NORTH AMERICA, INC.	CASE NUMBER 24NWWCV03707
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A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
	<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
	<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
	<input type="checkbox"/> 2602 Quiet Title	2, 6
Unlawful Detainer	<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
Judicial Review	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
	<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
	<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
Provisionally Complex Litigation	<input type="checkbox"/> 3902 Administrative Hearing	2, 8
	<input type="checkbox"/> 3903 Parking Appeal	2, 8
	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
	<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE YOU, NICHOLAS v. PORSCHE CARS NORTH AMERICA, INC.	CASE NUMBER 24NWWCV03707
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

SHORT TITLE YOU, NICHOLAS v. PORSCHE CARS NORTH AMERICA, INC.	CASE NUMBER 24NWWCV03707
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11		ADDRESS: 10830 Firestone Blvd.
CITY: Norwalk	STATE: CA	ZIP CODE: 90650

Step 5: Certification of Assignment: I certify that this case is properly filed in the SOUTHEAST JUDICIAL District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: October 16, 2024


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

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15 **Electronically FILED by
Superior Court of California,
County of Los Angeles
10/16/2024 4:12 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By T. Tang, Deputy Clerk**

16 Attorneys for Plaintiff,

17 **NICHOLAS YOU**

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF LOS ANGELES**

20 NICHOLAS YOU, an individual,

21 Plaintiff,

22 vs.

23 PORSCHE CARS NORTH AMERICA,
24 INC., a Delaware Corporation, and DOES
1 through 10, inclusive,

25 Defendants.

26 Case No.: **24cvwcv03707**
27 Unlimited Jurisdiction

28 **COMPLAINT**

1. **VIOLATION OF SONG-BEVERLY
ACT - BREACH OF EXPRESS
WARRANTY**
2. **VIOLATION OF SONG-BEVERLY
ACT - BREACH OF IMPLIED
WARRANTY**
3. **VIOLATION OF THE SONG-
BEVERLY ACT SECTION 1793.2**

1 Plaintiff, NICHOLAS YOU, an individual ("Plaintiff"), alleges as follows against
2 Defendant, PORSCHE CARS NORTH AMERICA, INC., a Delaware Corporation ("PORSCHE
3 CARS NORTH AMERICA, INC."), and DOES 1 through 10 inclusive, on information and belief,
4 formed after a reasonable inquiry under the circumstances:

5 **DEMAND FOR JURY TRIAL**

6 1. Plaintiff, NICHOLAS YOU, hereby demands trial by jury in this action.

7 **GENERAL ALLEGATIONS**

8 2. Plaintiff, NICHOLAS YOU, is an individual residing in the City of Aliso Viejo,
9 State of California.

10 3. Defendant, PORSCHE CARS NORTH AMERICA, INC., is and was a Delaware
11 Corporation operating and doing business in the State of California.

12 4. These causes of action arise out of warranty and repair obligations of PORSCHE
13 CARS NORTH AMERICA, INC. in connection with a vehicle Plaintiff purchased and for which
14 PORSCHE CARS NORTH AMERICA, INC. issued a written warranty. The warranty was not
15 issued by the selling dealership.

16 5. Plaintiff does not know the true names and capacities, whether corporate,
17 partnership, associate, individual, or otherwise of Defendant issued herein as Does 1 through 10,
18 inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant
19 Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences, and
20 transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend
21 this Complaint to set forth the true names and capacities of the fictitiously named Defendant,
22 together with appropriate charging allegations, when ascertained.

23 6. All acts of corporate employees as alleged were authorized or ratified by an officer,
24 director, or managing agent of the corporate employer.

25 7. Each Defendant, whether actually or fictitiously named herein, was the principal,
26 agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal
27 or within the course and scope of such employment or agency, took some part in the acts and
28 omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief



1 prayed for herein.

2 8. On August 2, 2023, Plaintiff purchased a 2023 Porsche Taycan, having VIN No.:
3 WP0AB2Y13PSA35589 ("the Subject Vehicle"). The Subject Vehicle, as reflected in the sales
4 contract, has an approximate value of \$152,678.91. These causes of action arise out of warranty
5 and repair obligations of PORSCHE CARS NORTH AMERICA, INC. in connection with a vehicle
6 that Plaintiff purchased and for which PORSCHE CARS NORTH AMERICA, INC. issued a
7 written warranty. The warranty was not issued by the selling dealership.

8 9. PORSCHE CARS NORTH AMERICA, INC. warranted the Subject Vehicle and
9 agreed to preserve or maintain the utility or performance of Plaintiff's vehicle or to provide
10 compensation if there was a failure in such utility or performance. In connection with the purchase,
11 Plaintiff received various warranties, inter alia, a 4-year/50,000 mile express bumper to bumper
12 warranty, a 4-year/50,000 mile powertrain warranty which, inter alia, covers the engine and the
13 transmission, as well as various emissions warranties that exceed the time and mileage limitations
14 of the bumper to bumper and powertrain warranties.

15 10. The Subject Vehicle was delivered to Plaintiff with serious defects and
16 nonconformities to warranty and developed other serious defects and nonconformities to warranty
17 including, but not limited to, electrical, structural, suspension, and transmission system defects.

18 11. Plaintiff first presented the Subject Vehicle for repairs in August 2023, with
19 approximately 1,376 miles on the odometer, and reported the ParkAssist system malfunctioning.
20 Moreover, the Porsche Communication Management ("PCM") unit malfunctioned.

21 12. In October 2023, Plaintiff presented the Subject Vehicle again, with approximately
22 2,827 miles on the odometer, and reported the PCM unit repeatedly malfunctioning. Additionally,
23 the Passenger Screen feature was inoperative. Furthermore, the driver's side seat belt buckle
24 exhibited nonconformities. Moreover, the rear paint and window exhibited cosmetic
25 nonconformities.

26 13. Plaintiff presented the Subject Vehicle again in November 2023, with approximately
27 4,752 miles on the odometer, and reported the third instance of the PCM unit being inoperative.

28 14. In February 2024, Plaintiff presented the Subject Vehicle, with approximately 8,972



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1 miles on the odometer, and reported a loss of power.

2 15. Plaintiff presented the Subject Vehicle again in May 2024, with approximately
3 13,953 miles on the odometer, and reported the "Airbag" light illuminating on the instrument
4 cluster.

5 16. Plaintiff presented the Subject Vehicle again on or around July 3, 2024, with
6 approximately 14,562 miles on the odometer, and reported the Passenger Screen feature repeatedly
7 malfunctioning.

8 17. On or around July 25, 2024, with approximately 15,145 miles on the odometer,
9 Plaintiff presented the Subject Vehicle again and reported a recurrent loss of power. Additionally,
10 the rear spoiler exhibited nonconformities.

11 18. Plaintiff hereby revokes acceptance of the sales contract.

12 19. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil
13 Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for
14 family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

15 20. Plaintiff is a "buyer" of consumer goods under the Act.

16 21. Defendant, PORSCHE CARS NORTH AMERICA, INC., is a "manufacturer"
17 and/or "distributor" under the Act.

18 22. Plaintiff hereby demands trial by jury in this action.

19 **FIRST CAUSE OF ACTION**

20 **Violation of the Song-Beverly Act – Breach of Express Warranty**

21 23. Plaintiff incorporates herein by reference each and every allegation contained in the
22 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

23 24. The Subject Vehicle was sold to Plaintiff with express warranties that the Subject
24 Vehicle would be free from defects in materials, nonconformity, or workmanship during the
25 applicable warranty period and to the extent that the Subject Vehicle had defects, Defendant
26 PORSCHE CARS NORTH AMERICA, INC. would repair the defects.

27 25. The Subject Vehicle was delivered to Plaintiff with serious defects and
28 nonconformities to warranty and developed other serious defects and nonconformities to warranty



1 including, but not limited to, electrical, structural, suspension, and transmission system defects.

2 26. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil
3 Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or
4 household purposes, and Plaintiff has used the Subject Vehicle primarily for those purposes.

5 27. Plaintiff is the "buyer" of consumer goods under the Act.

6 28. Defendant, PORSCHE CARS NORTH AMERICA, INC., is a "manufacturer"
7 and/or "distributor" under the Act.

8 29. The foregoing defects and nonconformities to warranty manifested themselves in
9 the Subject Vehicle within the applicable express warranty period. The nonconformities
10 substantially impair the use, value, and/or safety of the vehicle.

11 30. Plaintiff delivered the vehicle to an authorized PORSCHE CARS NORTH
12 AMERICA, INC. repair facility for repair of the nonconformities.

13 31. Defendant was unable to conform Plaintiff's vehicle to the applicable express
14 warranty after a reasonable number of repair attempts.

15 32. Notwithstanding Plaintiff's entitlement, Defendant PORSCHE CARS NORTH
16 AMERICA, INC. has failed to either promptly replace the new motor vehicle or to promptly make
17 restitution in accordance with the Song-Beverly Act.

18 33. By failure of Defendant to remedy the defects as alleged above or to issue a refund
19 or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

20 34. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle
21 less that amount directly attributable to use by the Plaintiff prior to the first presentation of the
22 nonconformities.

23 35. Plaintiff is entitled to all incidental, consequential, and general damages resulting
24 from Defendant's failure to comply with its obligations under the Song-Beverly Act.

25 36. Plaintiff is entitled under the Song-Beverly Act to recover as part of the judgment a
26 sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably
27 incurred in connection with the commencement and prosecution of this action.

28 37. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled, in



1 addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages
2 for PORSCHE CARS NORTH AMERICA, INC.'s willful failure to comply with its
3 responsibilities under the Act.

4 **SECOND CAUSE OF ACTION**

5 **Violation of the Song-Beverly Act – Breach of Implied Warranty**

6 38. Plaintiff incorporates herein by reference each and every allegation contained in the
7 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

8 39. PORSCHE CARS NORTH AMERICA, INC. and its authorized dealership at which
9 Plaintiff purchased the Subject Vehicle had reason to know the purpose of the Subject Vehicle at
10 the time of sale of the Subject Vehicle. The Subject Vehicle was accompanied by implied
11 warranties provided for under the law.

12 40. Among other warranties, the Subject Vehicle was accompanied by an implied
13 warranty that the Subject Vehicle was merchantable pursuant to Civil Code section 1792.

14 41. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability
15 means and includes that the Vehicle will comply with each of the following requirements: (1) The
16 Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is
17 fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately
18 contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of
19 fact made on the container or label.

20 42. The Subject Vehicle was not fit for the ordinary purpose for which such goods are
21 used because it was equipped with one or more defective vehicle systems/components.

22 43. The Subject Vehicle did not measure up to the promises or facts stated on the
23 container or label because it was equipped with one or more defective vehicle systems/components.

24 44. The Subject Vehicle was not of the same quality as those generally accepted in the
25 trade because it was sold with one or more defective vehicle systems/components which manifested
26 as electrical, structural, suspension, and transmission system defects.

27 45. Upon information and belief, the defective vehicle systems and components were
28 present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied



1 warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other
2 applicable laws.

3 46. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under
4 Civil Code, section 1794, *et seq.*

5 47. Plaintiff hereby revokes acceptance of the Subject Vehicle.

6 48. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
7 1794, *et seq.*

8 49. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794,
9 *et seq.* and Commercial Code, section 2711.

10 50. Plaintiff is entitled to recover any incidental, consequential, and/or “cover” damages
11 under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

THIRD CAUSE OF ACTION

Violation of the Song-Beverly Act Section 1793.2(b)

12 51. Plaintiff incorporates herein by reference each and every allegation contained in the
13 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

14 52. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells
15 consumer goods in California, for which it has made an express warranty, shall maintain service
16 and repair facilities or designate and authorize independent service and repair facilities to carry out
17 the terms of those warranties.

18 53. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of
19 goods are necessary because they do not conform with the applicable express warranties, service
20 and repair shall be commenced within a reasonable time by the manufacturer or its representative.

21 54. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced
22 or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable
23 time.

24 55. The sale of the Subject Vehicle was accompanied by express warranties, including
25 a warranty guaranteeing that the Subject Vehicle was safe to drive and not equipped with defective
26 parts, including the electrical system.



1 56. Plaintiff delivered the Subject Vehicle to PORSCHE CARS NORTH AMERICA,
2 INC.'s authorized service representatives on multiple occasions. The Subject Vehicle was delivered
3 for repairs of defects, which amount to nonconformities to the express warranties that accompanied
4 the sale of the Subject Vehicle.

5 57. Defendant's authorized facilities did not conform the Subject Vehicle to warranty
6 within 30-days and/or commence repairs within a reasonable time, and PORSCHE CARS NORTH
7 AMERICA, INC. has failed to tender the Subject Vehicle back to Plaintiff in conformance with its
8 warranties within the timeframes set forth in Civil Code section 1793.2(b).

9 58. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under
10 Civil Code, section 1794, *et seq.*

11 59. Plaintiff hereby revokes acceptance of the Subject Vehicle.

12 60. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
13 1794, *et seq.*

14 61. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794,
15 *et seq.* and Commercial Code, section 2711.

16 62. Plaintiff is entitled to recover any "cover" damages under Commercial Code
17 sections 2711, 2712, and Civil Code, section 1794, *et seq.*

18 63. Plaintiff is entitled to recover all incidental and consequential damages pursuant to
19 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

20 64. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
21 times the amount of actual damages in that PORSCHE CARS NORTH AMERICA, INC. has
22 willfully failed to comply with its responsibilities under the Act.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For general, special, and actual damages according to proof at trial;
 2. For rescission of the purchase contract and restitution of all monies expended;
 3. For diminution in value;
 4. For incidental and consequential damages according to proof at trial;
 5. For civil penalty in the amount of two times Plaintiff's actual damages; .
 6. For prejudgment interest at the legal rate;
 7. For reasonable attorney's fees and costs of suit; and

For such other and further relief as the Court deems just and proper under the circumstances.

Dated: October 16, 2024

QUILL & ARROW, LLP



Kevin Y. Jacobson, Esq.
Gregory Sogoyan, Esq.
Joshua Kohanoff, Esq.
Luis A. Serrano, Esq.
Attorneys for Plaintiff,
NICHOLAS YOU

Plaintiff, NICHOLAS YOU, hereby demands trial by jury in this action.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Norwalk Courthouse 12720 Norwalk Blvd., Norwalk, CA 90650		FILED Superior Court of California County of Los Angeles 10/16/2024 By <u>David W. Slayton, Executive Officer / Clerk of Court</u> <u>T. Tang</u> Deputy
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 24NWCV03707

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
<input checked="" type="checkbox"/>	Olivia Rosales	F					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 10/17/2024
(Date) By T. Tang, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a “Resource List Mediation” for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In “binding” arbitration, the arbitrator’s decision is final; there is no right to trial. In “nonbinding” arbitration, any party can request a trial after the arbitrator’s decision. For more information about arbitration, visit

<https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court’s MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/C10109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>